

GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST (I-FSS-600)

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is http://www.gsaadvantage.gov

Schedule Title: General Purpose Commercial Information Technology

Equipment, Software and Services

FSC Group: ITC

Contract Number: GS-35F-231DA

Contract Period: March 14, 2016 to March 13, 2026

Price list current Through MOD 0020 March 14, 2021

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

Contractor:

Gear One Enterprise Corporation 34450 Calle Sereno, Temecula CA 92592

Phone number: (949) 388-5785 Fax number: (949) 276-7924 www.gearonecom.com

Contractor's Administration Source:

Donna Barnes donna@gearonecom.com
Brad Barnes Brad@gearonecom.com
Business Size:

Economically Disadvantaged Women Owned Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN DESCRIPTION
33411 Purchase of New Equipment

811212 Equipment Maintenance

OLM Order Level Material (OLM) Procedures

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: See Submitted Price List



- 1c. **HOURLY RATES:** N/A
- **2. MAXIMUM ORDER*:** 33411: \$500,000; 811212: \$500,000

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

- 3. MINIMUM ORDER: \$100
- **4. GEOGRAPHIC COVERAGE:** 48 contiguous states, Alaska, Hawaii, Washington D.C., Puerto Rico, U.S. Territories, and to a port or consolidation point within the aforementioned locations for orders that are received from overseas activities.
- **5. POINT(S) OF PRODUCTION:** See OEM Production Point
- **6. DISCOUNT FROM LIST PRICES:** Discounts based off of Gear One Commercial Pricelist dated 1 January 2018
- 7. **VOLUME/QUANTITY DISCOUNT(S):** 2% off all orders over 1000 Units
- **8. PROMPT PAYMENT TERMS:** 1%, NET 20 Days
- 9a. Government Purchase Cards must be accepted at or below the micro-purchase threshold.
- 9b. Government Purchase Cards are accepted above the micro-purchase threshold.
- **10. FOREIGN ITEMS:** None
- 11a. TIME OF DELIVERY: 14 Days11b. EXPEDITED DELIVERY: 7 Days
- 11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor
- **11d. URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- **12. FOB POINT:** Destination, Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.
- 13a. ORDERING ADDRESS: 34450 Calle Sereno, Temecula CA 92592



13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3 Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

- **14. PAYMENT ADDRESS:** 34450 Calle Sereno, Temecula CA 92592
- **15. WARRANTY PROVISION:** See warranty and terms
- 16. EXPORT PACKING CHARGES: NONE
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: N/A
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A
- **24b.** Section 508 Compliance for EIT: N/A
- **25. DUNS NUMBER:** 078630172
- 26. Contractor has an active registration in the SAM database.



TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW

EOUIPMENT (SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self- installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

All products offered are self-installable.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.



5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 34450 Calle Sereno, Temecula CA 92592

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).



Schedule 70 Information Technology FSS Pricelist SIN: 33411

| SIN | MANUFACTURER NAME | MFR PART NO | GSA OFFER PRICE (inclusive of the .75% IFF) |
|-------|---------------------|-------------------|---|
| 33411 | Gear One Enterprise | 30-1410-03-GT | 27.65 |
| 33411 | Gear One Enterprise | 407-BBOU-GT | 37.52 |
| 33411 | Gear One Enterprise | A7134886-GT | 58.26 |
| 33411 | Gear One Enterprise | A7187318-GT | 127.38 |
| 33411 | Gear One Enterprise | AM393B2G70DB0CM | 96.77 |
| 33411 | LINDY | CSK-U02BN | 15.31 |
| 33411 | LINDY | CSK-U02DB | 15.31 |
| 33411 | LINDY | CSK-U02YL | 15.31 |
| 33411 | LINDY | CSK-UL02BN | 1.72 |
| 33411 | LINDY | CSK-UL02DB | 1.72 |
| 33411 | LINDY | CSK-UL02YL | 1.72 |
| 33411 | LINDY | CSK-UL02PL | 1.72 |
| 33411 | LINDY | CSK-U02PL | 15.31 |
| 33411 | LINDY | CSK-UL10BK | 3.83 |
| 33411 | LINDY | CSK-UL10GY | 3.83 |
| 33411 | LINDY | CSK-UL10YL | 3.83 |
| 33411 | LINDY | CSK-UL10GN | 3.83 |
| 33411 | LINDY | CSK-U11BK | 44.03 |
| 33411 | LINDY | CSK-U11GY | 44.03 |
| 33411 | LINDY | CSK-U11YL | 44.03 |
| 33411 | LINDY | CSK-U11GN | 44.03 |
| 33411 | Gear One Enterprise | DWDM-SFP-4532-GT | 839.29 |
| 33411 | Gear One Enterprise | EX-SFP-10GE-LR-GT | 54.31 |
| 33411 | Gear One Enterprise | EX-SFP-10GE-ZR-GT | 548.01 |
| 33411 | Gear One Enterprise | EX-SFP-1GE-LX-GT | 17.77 |
| 33411 | Gear One Enterprise | EX-SFP-1GE-SX-GT | 15.80 |
| 33411 | Gear One Enterprise | EX-SFP-1GE-T-GT | 24.69 |
| 33411 | Gear One Enterprise | G10642136T-GT | 31.82 |
| 33411 | Gear One Enterprise | G1333184U | 8.89 |
| 33411 | Gear One Enterprise | G161600240R-LV | 96.27 |
| 33411 | Gear One Enterprise | G162400288R | 86.40 |
| 33411 | Gear One Enterprise | G21600240U | 9.13 |
| 33411 | Gear One Enterprise | G25642133P-GT | 21.23 |



| 33411 | Gear One Enterprise | G25642136P-GT | 21.23 |
|-------|---------------------|--------------------|--------|
| 33411 | Gear One Enterprise | G322133288R | 357.44 |
| 33411 | Gear One Enterprise | G41333204S | 16.29 |
| 33411 | Gear One Enterprise | G41333240E | 27.65 |
| 33411 | Gear One Enterprise | G41600204S | 19.25 |
| 33411 | Gear One Enterprise | G41600204U-LV | 15.80 |
| 33411 | Gear One Enterprise | G51642133P-GT | 17.79 |
| 33411 | Gear One Enterprise | G51642133T-GT | 18.27 |
| 33411 | Gear One Enterprise | G51642136P-GT | 18.27 |
| 33411 | Gear One Enterprise | G81600204S-LV | 53.32 |
| 33411 | Gear One Enterprise | G82133260S | 74.06 |
| 33411 | Gear One Enterprise | GLC-GE-100FX-GT | 67.14 |
| 33411 | Gear One Enterprise | GLC-LH-SMD-GT | 27.65 |
| 33411 | Gear One Enterprise | GLC-SX-MMD-GT | 17.77 |
| 33411 | Gear One Enterprise | GLC-TE-GT | 23.99 |
| 33411 | Gear One Enterprise | GLC-T-GT | 64.18 |
| 33411 | Gear One Enterprise | H10642136T-LV | 150.07 |
| 33411 | Gear One Enterprise | J8177C-GT | 31.60 |
| 33411 | Gear One Enterprise | M10642840T | 86.89 |
| 33411 | Gear One Enterprise | M378B1G73EB0-YK0 | 39.50 |
| | | M386B4G70BM0- | 252.33 |
| 33411 | Gear One Enterprise | YK00 | 54.04 |
| 33411 | Gear One Enterprise | MC210CS-GT | 51.84 |
| 33411 | Gear One Enterprise | MC220L-GT | 42.61 |
| 33411 | Gear One Enterprise | N785-001-LC-MM-GT | 42.31 |
| 33411 | Gear One Enterprise | N785-001-SC-MM-GT | 49.86 |
| 33411 | Gear One Enterprise | PE250102 | 37.27 |
| 33411 | Gear One Enterprise | QSFP-40G-SR4-GT | 143.17 |
| | | QSFP-4SFP10G-CU3M- | 82.70 |
| 33411 | Gear One Enterprise | GT | |
| 33411 | Gear One Enterprise | SFP-10G-LR-S-GT | 127.38 |
| 33411 | Gear One Enterprise | SFP-10G-SR-GT | 37.52 |
| 33411 | Gear One Enterprise | UCS-ML-1X324RY-A | 342.63 |
| 33411 | Gear One Enterprise | x51642136P | 30.78 |



TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) (SPECIAL ITEM NUMBER 811212)

1 SERVICEAREAS

- a. The maintenance and repair service are included in the price provided for the Maintenance purchased.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

34450 Calle Sereno, Temecula CA 92592

2 MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days' written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days **Gear One Enterprise Corp** 34450 Calle Sereno, Temecula CA 92592



prior to the expiration of maintenance service, if maintenance is to be terminated at

g. that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3 REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4 LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5 SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6 RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel, then this should be clearly stated in the task or delivery order.

7 RESPONSIBILITIES OF THE CONTRACTOR

a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.



b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel, then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8 MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. Contracted Hours

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

| Quantity Range | | Discounts |
|----------------|-------|-----------|
| 1000 | Units | 2% |

9 REPAIR SERVICE RATE PROVISIONS

- a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVELORTRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

- (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to



any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in therepair service rates listed.

10 GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIRSERVICE

All repair work will be guaranteed/warranted for a period of:

b. REPAIRPARTS/SPAREPARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period:

Standard Support Levels

Go-Guard IT Hardware Maintenance provides both on-site response and phone support.

- Toll Free Support Line
- 7x24x365 2 or 4-hour response
- 5x24 2 or 4-hour response
- Monday Friday 8:00 a.m.-5:00 p.m. 4-hour response
- Monday Friday 8:00 a.m.-5:00 p.m. NBD on-site response
- Keep your hard Drive
- On-site field engineers domestic and international
- Next Business Day parts replacement
- Worldwide Support

11 INVOICES AND PAYMENTS

a. Maintenance Service

- (1) Invoices for maintenance service shall be submitted by the Contractor on a per order basis. Customer can order Maintenance on Yearly, quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
- (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made yearly, quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Schedule 70 Information Technology FSS Pricelist SIN: 811212



| SIN | MANUFACTURER NAME | MFR PART NO | GSA OFFER PRICE (inclusive of the .75% IFF) | |
|--------|----------------------|-------------------|---|----------|
| 811212 | Gear One Enterprise | GG-9X5NBD | \$ | 543.07 |
| 811212 | Gear One Enterprise | GGDT9X5NBD | \$ | 71.95 |
| 811212 | Gear One Enterprise | GGNB9X5NBD | \$ | 82.56 |
| 811212 | Gear One Enterprise | GGNET2474 | \$ | 222.17 |
| 811212 | Gear One Enterprise | GGNET24X7KYM | \$ | 222.17 |
| 811212 | Gear One Enterprise | GGNT24X7X4 | \$ | 190.05 |
| 811212 | Gear One Enterprise | GGNT24X7X4NBDKYM | \$ | 582.57 |
| 811212 | Gear One Enterprise | GGNT9X5NBDKYM | \$ | 394.96 |
| 811212 | Gear One Enterprise | GGPH24X7X4 | \$ | 24.69 |
| 811212 | Gear One Enterprise | GGST24X7NBD | \$ | 394.96 |
| 811212 | Gear One Enterprise | GGSTR24X7NBDKYM | \$ | 641.81 |
| 811212 | Gear One Enterprise | GGSTR24X7X4 | \$ | 175.76 |
| 811212 | Gear One Enterprise | GGSTR24X7X4KYM | \$ | 769.66 |
| 811212 | Gear One Enterprise | GGSTR24X7X4NBDKYM | \$ | 647.41 |
| 811212 | Gear One Enterprise | GGSTR9X5NBD | \$ | 2,463.58 |
| 811212 | Gear One Enterprise | GGSTR9X5NBDKYM | \$ | 1,234.26 |
| 811212 | Gear One Enterprise | GGSVR24X7+ | \$ | 1,530.48 |
| 811212 | Gear One Enterprise | GGSVR24X7KYM | \$ | 641.81 |
| 811212 | Gear One Enterprise | GGSVR24X7KYM+ | \$ | 1,530.48 |
| 811212 | Gear One Enterprise | GGSVR24X7NBD | \$ | 160.43 |
| 811212 | Gear One Enterprise | GGSVR24X7NBD+ | \$ | 330.78 |
| 811212 | Gear One Enterprise | GGSVR24X7NBDKYM+ | \$ | 390.03 |
| 811212 | Gear One Enterprise | GGSVR24X7X4 | \$ | 765.24 |
| 811212 | Gear One Enterprise | GGSVR24X7X4KYM | \$ | 909.68 |
| 811212 | Gear One Enterprise | GGSVR24X7X4NBDKYM | \$ | 557.63 |
| 811212 | Gear One Enterprise | GGSVR9X5+ | \$ | 320.91 |
| 811212 | Gear One Enterprise | GGSVR9X5KYM+ | \$ | 345.59 |
| 811212 | Gear One Enterprise | GGSVR9X5NBD | \$ | 320.91 |
| 811212 | Gear One Enterprise | GGSVR9X5NBD+ | \$ | 370.28 |



| 811212 | Gear One Enterprise | GGSVR9X5NBDKYM | \$ 325.84 |
|--------|---------------------|----------------------|-----------------|
| 811212 | Gear One Enterprise | GGSVR9X5NBDKYM+ | \$ 375.21 |
| 811212 | Gear One Enterprise | GGSVR9X5X4+ | \$ 375.21 |
| 811212 | Gear One Enterprise | GGSVR9X5X4KYM+ | \$ 375.21 |
| 811212 | Gear One Enterprise | GGSVR9X5X4NBD+ | \$ 375.21 |
| 811212 | Gear One Enterprise | GGSVR9X5X4NBDKYM+ | \$ 375.21 |
| 811212 | Gear One Enterprise | GO-HPMNT-7X2 4X4-1YR | \$ 31,206.95 |
| 811212 | Gear One Enterprise | GOSS7243654DMR+ | \$ 2,419.14 |
| 811212 | Gear One Enterprise | GOS7243654DMR | \$ 513.45 |
| 811212 | Gear One Enterprise | GOSS7243654DMR | \$ 221.18 |
| | | | |

Warranty & Terms

GEAR ONE ENTERPRISE CORPORATION LABELED PRODUCTS LIMITED WARRANTY

1. Allocation of Risks.

This agreement allocates the risks of product failure between GEAR ONE and the original purchaser. This allocation is recognized by both parties and is reflected in the price of the products. The original purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms.

2. What Is Covered by This Limited Warranty.

GEAR ONE, Corp. ("GEAR ONE") warrants to the original purchaser of authorized GEAR ONE' products only, that during the applicable warranty period as described below, that the product will be: (a) free from material defects in manufacture, (b) fit for its normal intended use, and (c) will conform to any of GEAR ONE' applicable published specifications.

Applicable Limited Warranty Period:

Optical Transceivers - Limited Lifetime Warranty

Network Cables - Limited Lifetime Warranty

Network, PC, Server Memory - Limited Lifetime Warranty

The warranty period will vary by specific product, and will be the longest of: the applicable limited warranty period described above, as identified in supplied user documentation, or as described on the product package.

3. What Is Not Covered by This Warranty.



GEAR ONE does not warrant (a) defects caused by failure to provide a suitable installation environment for the product; (b) costs relating to the removal or replacement of any product that is incorporated into another device; (c) damage to the product due to external causes, including accidents, problems with electrical power, abnormal electrical, mechanical or environmental conditions, (d) usage not in accordance with product instructions, unauthorized alteration or repair, improper installation, or improper testing; (e) any product where the original identification markings, including serial numbers or other GEAR ONE identifying marks have been removed or altered; (f) damage caused by use of the product for purposes other than those for which it was designed; (g) damage caused by natural disasters such as earthquake, fire, flood, wind, and lightning; (h) damage caused by unauthorized attachments or modifications; (i) damage during shipment; or (j) any other abuse, neglect, or misuse.

Without the prior written consent of GEAR ONE, the products are not authorized for use as critical components in (i) devices, implements or systems utilized in air or space flight; (ii) medical devices, implements or systems; or (iii) life support devices, implements or systems. Accordingly, any products that are used in the above described critical components are sold "AS IS, WITH ALL FAULTS" and the express warranty specified in section 1 does not apply to products used in such critical components.

GEAR ONE will have no responsibility or liability in connection therewith and same are hereby waived. As used herein, "life support devices, implements or systems" are those which support or sustain life. A "critical component" is any component of a device, implement or system whose failure to perform does or can reasonably be expected to result in injury to person or property or cause a failure in that device, implement or system or affect its safety or effectiveness.

4. How to Make a Warranty Claim.

If the original purchaser discovers within the applicable time period a material defect in the manufacture, that the product is unfit for its normal intended use, or a failure of the product to conform to specifications, the buyer must promptly notify GEAR ONE in writing, at GEAR ONE, 34450 Calle Sereno, Temecula CA 92592, or at CUSTOMERSERVICE@GearOneCOM.com, within 1 month from the date of discovery of the defect. Within a reasonable time after notification, in the event—the product is eligible for warranty, GEAR ONE will issue an RMA Number (as described below) and require that the eligible product be shipped to and received by GEAR ONE, at the sole cost of the original purchaser, upon which GEAR ONE will correct any material defect in manufacture, or a failure of a product that is unfit for its normal intended use, or a failure of the product to conform to specifications, with either new or used replacement products or parts. Such repair, including both parts and labor, will be performed at GEAR ONE' expense. All warranty service will be performed at service centers—designated by GEAR ONE. If GEAR ONE is unable to repair the



product to conform to the warranty after a reasonable attempt, GEAR ONE will provide, at its option, one of the following: an equivalent replacement product, or a full refund of the purchase price. These remedies are the original purchaser's only remedies for breach of warranty.

GEAR ONE technical line is available at (949) 388-5785 should you have any problem with an GEAR ONE product. The GEAR ONE support desk is available during normal business hours on weekdays. You can also receive prompt technical support via email at customerservice@gearonecom.com.

In the event that you need to return an applicable product for repair or replace Gear One will provide you with a Return Merchandise Authorization Number ("RMA Number") as well as return instructions. Please do not return your product without prior approval from GEAR ONE. Any product returned without a valid RMA Number will be refused and returned to the sender at the sender's expense. To avoid issues at the time of receipt, please include a copy of your RMA Number confirmation within the package you return to GEAR ONE.

5. LIMITATIONS OF LIMITED WARRANTY.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THIS LIMITATION MAY NOT APPLY TO PURCHASERS IN THOSE JURISDICTIONS. ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO PURCHASERS IN THOSE OR JURISDICTIONS. THIS LIMITED WARRANTY GIVES THE BUYER SPECIFIC LEGAL RIGHTS, AND THE BUYER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE OR JURISDICTION.

6. LIMITATION OF REMEDIES.

IN NO EVENT WILL GEAR ONE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT GEAR ONE WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.



7. No Other Warranties.

Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this agreement, including statements made by salespersons. No employee of GEAR ONE or any other party is authorized to make any warranty in addition to those made in this agreement. The original purchaser is warned, therefore, to check this agreement carefully to see that it correctly reflects those terms that are important to the original purchaser.

8. Conflict of Terms

This sale of GEAR ONE products are subject to this limited warranty as stated herein, which are in lieu of any terms and conditions set forth in any documents issued by customer. In case of a conflict between the terms and conditions stated herein and those on any document issued by customer, those stated herein shall control. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY THE ORIGINAL PURCHASER ARE HEREBY OBJECTED TO BY GEAR ONE, AND SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER.

9. Governing Law; Venue and Jurisdiction.

This agreement is governed by the laws of the State of California, without regard to its conflict or choice of law provisions. The customer acknowledges and agrees that Orange County, California is an appropriate place for venue of any litigation and that California courts have jurisdiction over this agreement and the original purchaser.

Warranty Terms for OEM products

NEW PRODUCTS: OEM PRODUCT FROM GEAR ONE CARRY A FULL ORIGINAL OEM WARRANTY CUSTOMER SHOULD CONTACT OEM FOR WARRANT FOR PRODUCTS.

Refurbished/Used: Gear One Enterprise Corporation provides a ship in replacement warranty on all used or refurbished gear for 90 days of original invoice date.